

Indemnification

You shall defend, indemnify and hold [REDACTED] and their respective corporate affiliates and their respective officers, directors, employees, agents, successors and assigns harmless from and against, and shall promptly reimburse them for, any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorneys' fees) to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with, your use of the System or any breach of this Agreement.

Disclaimer of Warranties

[REDACTED] PROVIDES THE SYSTEM AND THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. [REDACTED] DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM OR ITS USE (I) WILL BE UNINTERRUPTED OR SECURE, (II) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS, (III) WILL MEET YOUR REQUIREMENTS, OR (IV) WILL OPERATE WITH HARDWARE OR SOFTWARE YOU USE. [REDACTED] MAKES AND YOU RECEIVE NO WARRANTY, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE EXPRESSLY EXCLUDED. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to You.

Limitation of Liability

[REDACTED] SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. [REDACTED] LIABILITY TO YOU UNDER THIS LICENSE, AND YOUR EXCLUSIVE REMEDY FOR ANY LOSS, DAMAGE OR INJURY, REGARDLESS OF THE NATURE THEREOF AND SPECIFICALLY INCLUDING INDEMNITY, BREACH OF CONTRACT, NEGLIGENCE, TORT, AND WARRANTY CLAIMS SHALL NOT EXCEED, AND SHALL BE LIMITED TO, ONE HUNDRED DOLLARS (US \$100.00). Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Entire Agreement, Applicable Law, Forum

This Agreement constitutes the entire agreement between you and [REDACTED] with respect to the subject matter hereof. This Agreement shall be construed under the laws of the United States and the [REDACTED] as applicable without giving effect to the principles of conflicts of law thereof. All disputes relating to this Agreement or the System shall be brought in the federal or state courts located in [REDACTED] in a trial for which the right to a jury is hereby waived by both parties.

Severability

If any provision of this Agreement is held to be unenforceable, unlawful or invalid in whole or in part, that provision shall be enforced to the maximum extent permissible, and the remaining provisions shall be given full force and effect.

Modifications

[REDACTED] may, at its sole discretion, modify the terms and conditions of this Agreement. Such modifications shall be binding and effective upon posting on [REDACTED] 'Wireless Signup' page. You agree to periodically review [REDACTED] 'Wireless Signup' page to maintain awareness of any modifications. By continuing to use the System after such postings, you accept and agree to any and all such modifications.

Modifications

██████ may, at its sole discretion, modify the terms and conditions of this Agreement. Such modifications shall be binding and effective upon posting on ██████ 'Wireless Signup' page. You agree to periodically review ██████ 'Wireless Signup' page to maintain awareness of any modifications. By continuing to use the System after such postings, you accept and agree to any and all such modifications.

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